791.

SUPREME COURT OF THE UNITED STATES.

No. 122.

JOSEPH HUFTY, PL'FF IN ER.,

vs.

HENRY SIMONS AND LEWIS BENJAMIN, WHO COMPOSE THE COMMERCIAL FIRM OF H. SIMONS & CO.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE EASTERN DISTRICT OF LOUISIANA.

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UNITED STATES OF AMERICA,
Eastern District of the State of Louisiana.

H. SIMONS & Co.
vs.
JOSEPH HUFTY. } No. 2380.

Pleas and proceedings before the hon. the Circuit Court of the United States for the Fifth Judicial Circuit and Eastern District of the State of Louisiana, at the November term, A. D. 1854, of the said Court, held at the city of New Orleans, in the district aforesaid, on the 27th day of December, A. D. 1854.

Be it remembered, that heretofore, to wit: on the 24th day of October, A. D. 1854, came Henry Simons and Lewis Benjamin, trading under the commercial firm name of H. Simons & Co., by their attorneys, Messrs. Semmes & Edwards, in the clerk's office of said Court, and filed a petition, which is in words and figures as follows, to wit:

Petition. Filed 24 Oct., 1854.

To the hon. the Circuit Court of the United States in and for the Eastern District of Louisiana.

The petition of Henry Simons and Lewis Benjamin, who compose the commercial firm of H. Simons & Co., and reside in the city of New York, and are citizens of the State of New York, respectfully represents that Joseph Hufty, who resides in New Orleans and is a citizen of the State of Louisiana, is indebted unto your petitioners in the sum of twenty-two hundred and sixty-eight dollars and eighty-one cents, with interest, as hereinafter mentioned for this, to wit:

That petitioners sold and delivered to the said defendant, on the 29th day of November, 1853, on a credit of six months, thirty-six gross of lunette glasses, for the sum of one hundred and eighty dollars, as per bill hereto annexed as part hereof; the said credit of six months having expired on the 29 May, 1854, petitioners demanded payment, which was refused by defendants; and also for that petitioners are the owners and holders of a promissory note dated April 9th, 1853, for the sum of four hundred and ninety dollars and sixty-four cents, drawn by the said defendant, payable to the order of the commercial firm of E. & H. Simons, domiciliated in the city of New York, eleven months after date, and by the said E. & H. Simons, who also are citizens of the State of New York, endorsed to your petitioners, which said note fell due on the 11th March, 1854, and was protested for non-payment, as appears by

the bill and note and protest hereto annexed as part hereof; and also for that petitioners are the owners and holders of two other promissory notes, dated October 13th, 1853, and drawn by the said defendant payable to the order of petitioners, one in six and the other in seven months after date, and each for the sum of five hundred and fifty dollars and seventy-one cents, as appears by the said notes hereto annexed as part hereof, which said notes are now due and unpaid; and also for that said defendant being indebted furthermore to petitioners for moneys advanced to him, your petitioners, in order to reimburse themselves said advances, did, on the 20th February, 1854, at New York, draw a draft payable to the order of petitioners, sixty days after date, for the sum of four hundred and ninety-six dollars and seventy-five cents, on the defendant, and the said draft was accepted by the said defendant, but he refused to pay the same at maturity, as appears by the said draft and acceptance hereto annexed.

Petitioners have made amicable demand for all the various sums of money specified above, and payment thereof has been refused. Wherefore petitioners pray, that said Joseph Hufty be duly cited to appear and answer this petition, and after due proceedings condemned to pay petitioners the aforesaid sum of twenty-two hundred and sixty-eight dollars and eighty-one cents, with three dollars costs of protest, and interest on one hundred and eighty dollars from 29th May, 1854; on four hundred and ninety dollars and sixty-four cents from the 11th March, 1854; on five hundred and fifty dollars and seventy-one cents from 16th April, 1854; on five hundred and fifty dollars and seventy-one cents from 16th May, 1854; and on four hundred and ninety-six dollars and ninety-five cents from the 24 April, 1854; and the costs of suit, and petitioners pray for general relief.

SEMMES & EDWARDS,
Att'ys for Pl'ffs.

Account annexed to petition.

NEW ORLEANS, *November* 29, *A. D.* 1853.

Mr. Joseph Hufty bought of H. Simons & Co., New York:

36 gross English lunette glasses, 5 00..... $180 00

Note annexed to petition.

$490 $\frac{64}{100}$ NEW ORLEANS, *April 9th*, 1853.

Eleven months after date I promise to pay to the order of E. & H. Simons four hundred and ninety dollars $\frac{64}{100}$, value received.

J. HUFTY.

Endorsed: Pay S. C. Bell, cash'r, or order.

E. & H. SIMONS.

Note annexed to petition.

NEW ORLEANS, *Oct.* 13*th*, 1853.

$550 $\frac{71}{100}$ No. 1966.

Six months after date I promise to the order of Messrs. H. Simons & Co. five hundred and fifty dollars $\frac{71}{100}$, value received.

J. HUFTY.

Endorsements erased.

Note annexed to petition.

NEW ORLEANS, *Oct.* 13*th*, 1853.

$550 $\frac{71}{100}$ No. 1967.

Seven months after date I promise to pay to the order of Messrs. H. Simons & Co. five hundred and fifty dollars $\frac{71}{100}$, value received.

J. HUFTY.

Endorsements erased.

Draft annexed to petition.

$496 $\frac{75}{100}$ NEW YORK, *Feb'y* 20*th*, 1854.

Sixty days after date pay to the order of ourselves four hundred and ninety-six $\frac{75}{100}$ dollars, value received, and charge the same to account of,

Yours, respectfully,

H. SIMONS & CO.

To Mr. J. HUFTY,
New Orleans.

Endorsed: Pay S. C. Bell, cash'r, or order.

H. SIMONS & CO.

Accepted.

J. HUFTY.

Protest of above draft, filed with petition.

UNITED STATES OF AMERICA,
State of Louisiana.

By this public instrument of protest, be it known, that on this eleventh day of March, in the year one thousand eight hundred and fifty-four, at the request of the New Orleans Canal and Banking Company, holder of the original, whereof a true copy is on the reverse hereof written, I, Theodore Guyol, a Notary Public, in and

for the city and Parish of New Orleans, State of Louisiana aforesaid, duly commissioned and sworn, by my deputy, W. G. Luctrum, presented the said note to Mr. Hill, agent of the drawer, at his store, he not being in, and demanded payment thereof, and was answered that the same could not be paid.

Whereupon I, the said notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the drawer or maker of said note as against all others whom it doth or may concern, for all exchange, re-exchange, damages, costs, charges, and interests, suffered or to be suffered for want of payment of the said note.

Thus done and protested in the presence of W. G. Luctum and Paul Abat, witnesses.

In testimony whereof, I grant these presents under my signature, and the impress of my seal of office, at the city of [SEAL.] New Orleans, on the day and year first above written.

THEO. GUYOL,
Notary Public.

NOTE.—For copy of this draft, see preceding page.

J. W. GURLEY,
Cl'k.

Answer.—Filed 7th Nov., 1854.

And now comes Joseph Hufty, and for answer to the plaintiffs' petition he denies being indebted to the said plaintiffs in form and manner as by them set forth. The defendant admits his signature to all the obligations sued on, and avers that, by the order of the Hon. the Sixth District Court of New Orleans, rendered on respondent's application for a respite, and dated 8th May, 1854, all proceedings against respondent's person and property were stayed; and that on the 19th May, 1854, the creditors of respondent assembled in *concurso*, and voted, according to law, to grant said respite of one, two, and three years for the payment of respondent's debts, and that the proceedings of said creditors were confirmed and homologated by the judgment of said Court.

That the contracts sued on were to be executed in New Orleans, the place of respondent's residence, and that said plaintiffs were notified of said proceedings for a respite, according to law. Wherefore, he prays that any judgment against him herein may be made executory only by equal instalments of one, two, and three years, and for general relief.

GOOLD & STANSBURY,
Att'ys.

Agreed statement of facts. Filed 21 Dec'r, A. D. 1854.

SIMONS & Co. vs. JOS. HUFTY. } Nos. 2304 and 2380.

In these cases it is agreed and admitted that Simons & Co. and E. and H. Simons at the time the notes, draft, and account sued on were given and contracted, resided and still reside in New York, doing business there, and were and still are citizens of the State of New York; and it is admitted that the defendant owes plaintiffs the amount of said notes and account and acceptance as stated in the petition, and notes and accounts thereto annexed. It is also admitted that the notes were given by defendant for goods purchased in New York from E. & H. Simons and H. Simons & Co., the one firm having succeeded to the business of the other, and the goods were shipped from New York to New Orleans. It is also admitted that the draft sued on in case No. 2380, for four hundred and ninety-six dollars and seventy-five cents, at 60 days, was drawn by plaintiffs in New York upon the defendant for the purpose of reimbursing themselves, with interest and exchange added; the amount of a bill of exchange dated 11 February, 1854, at one day sight for four hundred and ninety dollars and sixty-three cents, drawn by the defendant at New Orleans on plaintiffs at New York, and by the plaintiffs in New York accepted and paid for the accommodation of the defendant. It is also agreed that case No. 2304, shall be considered as if no judgment had been rendered, and the same judgment shall be rendered in both cases as if on trial, and submitted de novo. It is also admitted that the facts and allegations of the answers respecting the application for a respite and the granting of the respite by the State Court are true. The foregoing shall be considered an agreed state of facts to stand in lieu of a verdict: the only question to be decided being as to the effect of the Louisiana respite laws on the rights of the plaintiffs to enforce their claims in this Court, regardless of the respite granted by the State Court. The defendant, J. Hufty, is a merchant in New Orleans, and the goods were purchased for his store, and were delivered on ship-board to be sent to him at New Orleans. He does business in no other place. The goods specified in the account were also purchased from plaintiffs, in New York.

It is further agreed that the respite granted by the Sixth District Court of New Orleans, as stated in the answer, was a forced respite, and that the plaintiffs were not summoned to attend the meeting of the creditors, nor did they attend or participate in any of the proceedings for a respite, but the State Court appointed an attorney at law of the Court to represent all absent creditors in pursuance of art. 3055 of the civil code.

It is further agreed, that on the arrival of the goods in New

Orleans, and the receipt of them by the defendant, he executed the notes in suit in New Orleans, and transmitted them to the plaintiffs in New York.

E. L. GOOLD,
Att'y for Defd't.
SEMMS & EDWARDS,
Att'ys for Pl'ffs.

21st Dec'r, 1854.

Minutes. November Term, 1854.

NEW ORLEANS, 23 *Dec'r*, 1854.

Present, Hon. T. H. McCaleb, District Judge.

H. SIMONS & Co.
vs.
JOSEPH HUFTY. } Nos. 2304 and 2380.

By written consent of parties now on file, and in comformity to the stipulation therein set forth and agreed upon, these causes were taken up and tried together; and after argument of plaintiffs' attorney were continued for further hearing to Wednesday next, at 10 o'clock a. m.

Minutes. November Term, 1854.

Present, Hon. T. H. McCaleb, District Judge.

Submission.

H. SIMONS & Co.
vs.
JOSEPH HUFTY. } Nos. 2304, 2380.

These causes having been continued to this day were called up, and were argued by E. L. Goold, esq., for defendant, and by Mr. Semmes, for plaintiff, and were submitted to the Court and taken under advisement.

Judgment. November Term, A. D. 1854.

NEW ORLEANS, *Friday 23rd February*, 1855.

Present, Hon. T. H. McCaleb, District Judge.

H. SIMONS & Co.
vs.
JOSEPH HUFTY. } No. 2380.

This cause having been argued and submitted on a former day,

and the Court having considered the same, doth now order, adjudge, and decree, that the plaintiffs, H. Simons & Co., do have and recover judgment against the defendant, Joseph Hufty, for the sum of two thousand two hundred and sixty-eight dollars and eighty-one cents, with interest at the rate of five per cent. per annum on one hundred and eighty dollars thereof, from 29th May, 1854, until paid; and like interest on four hundred and ninety dollars and sixty-four cents thereof from 11th March, 1854, until paid; and the like interest on five hundred and fifty dollars and seventy-one cents thereof from 16th of April, 1854, till paid; and the like interest on four hundred and ninety-six dollars and seventy-five cents thereof from the 24th of April, 1854, until paid; and the like interest on the remaining sum of five hundred and fifty dollars and seventy-one cents thereof from the 16th of May, 1854, until paid; and for three dollars costs of protest and costs of suit.

Judgment rendered 23 Feb'y, 1855.
" signed 28th Feb'y, 1855.

THEO. H. McCALEB, [SEAL.]
U. S. Judge.

Petition for writ of error. Filed 1st March, 1855.

To the Hon. the Judges of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana:

The petition of Joseph Hufty, a citizen of the State of Louisiana, humbly shews, he is aggrieved by a final judgment herein rendered against him in favor of Henry Simons and Lewis Benjamin, whereby on 28 February, 1855, petitioner was condemned to pay them two thousand two hundred and sixty-eight dollars and eighty-one cents, with three dollars costs of protest; interest on one hundred and eighty dollars from 29 May, 1854; on four hundred and ninety dollars $\frac{64}{100}$ from 11th March, 1854; on five hundred and fifty $\frac{71}{100}$ dollars from 16 April, 1854; on five hundred and fifty $\frac{71}{100}$ from 16 May, 1854; on four hundred and ninety-six $\frac{75}{100}$ dollars from 24 April, 1854, and costs. Petitioner is advised there is error in said judgment to his prejudice, and he prays to be allowed a writ of error to the Hon. the Supreme Court of the United States to operate as a supersedeas, on giving bond with security according to law.

GOOLD & STANSBURY,
Attorneys.

Minutes. November Term, 1854.

NEW ORLEANS, *Thursday, 1st March,* 1855.
Present, Hon. T. H. McCaleb, District Judge.

Order for writ of error.

H. SIMONS & Co.
vs.
JOSEPH HUFTY.

On motion of E. L. Goold, of counsel for the defendant, and on filing his petition representing that he is aggrieved by the judgment herein rendered against him on the 28th February ultimo, and is desirous that the same may be reversed on writ of error to the Supreme Court of the United States, it is ordered that a writ of error be allowed as prayed for, on defendant's giving bond, conditioned according to law, in the penal sum of four thousand dollars, with good and solvent surety thereon, and returnable to the next term of the Supreme Court of the United States; and it is further ordered that the said writ operate as a supersedeas.

Bond for writ of error. Filed 1st March, 1855.

Know all men by these presents, that we, Joseph Hufty as principal and Thomas L. White and John Wright as sureties, are held and firmly bound unto Henry Simons and Lewis Benjamin, composing the commercial firm of H. Simons & Co., in the full and just sum of four thousand dollars, to be paid by said principal and said sureties, jointly and severally, to the said H. Simons & Co., their certain attorney, executors, administrators, or assigns, to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals, and dated this first day of March, A. D. eighteen hundred and fifty-five.

Whereas lately, at a Circuit Court of the United States, Fifth Judicial Circuit, holding sessions in and for the Eastern District of Louisiana, sitting in New Orleans, in a suit depending in said Circuit Court, wherein H. Simons & Co. are plaintiffs and Joseph Hufty is defendant, judgment was rendered against the said Joseph Hufty, defendant, in favor of said plaintiffs, on Feb'y 28th, A. D. 1855, and the said Joseph Hufty having obtained a writ of error, and filed a copy thereof in the clerk's office of the said Circuit Court, to reverse the judgment in the aforesaid suit, and a citation directed to the said H. Simons & Co., citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, the first Monday of December next:

Now the condition of the above obligation is such, that if the said Joseph Hufty shall pay or cause to be paid any judgment that may be rendered upon said writ of error, and shall pay or cause to be paid any judgment that may hereafter be rendered in this cause, and shall prosecute the said writ to effect, and answer all damages and costs if he fail to make his plea good, then the above obligation to be void, else to remain in full force and virtue.

J. HUFTY, [SEAL.]
THOS. L. WHITE, [SEAL.]
J. WRIGHT, [SEAL.]

Sealed and delivered by Joseph Hufty, in the presence of J. W. Gurley.

Approved:

THEO. H. McCALEB,
U. S. Judge.

UNITED STATES OF AMERICA,
Circuit Court of the United States,
Fifth Circuit and Eastern District of Louisiana:

CLERK'S OFFICE:

I, John W. Gurley, clerk of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, do hereby certify, that the foregoing 17 pages contain and form a full, complete, true, and perfect transcript of the record and proceedings had, on the trial of the case of H. Simons & Co. vs. Joseph Hufty, No. 2380 of the docket, so far as the same now remain of record or on file in said Court.

[SEAL.] Witness my hand and the seal of said Court, at the city of New Orleans, this 10th day of August, A. D. 1855.

J. W. GURLEY,
Clerk.

UNITED STATES OF AMERICA, ss:

The President of the United States, to the Honorable the Judges of the Circuit Court of the United States in and for the Fifth Circuit, and holding sessions for the Eastern District of Louisiana, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said Circuit Court, before you, or one of you, between Henry Simons and Lewis Benjamin, who compose the commercial firm of H. Simons & Co., and Joseph Hufty, a manifest error hath happened, to the great damage of the said Joseph Hufty, as by his complaint appears:

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid

in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court, to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness, the Honorable Roger B. Taney, Chief Justice of the said Supreme Court of the United States, this fifth of March, in the year of our Lord one thousand eight hundred and fifty-five.

J. W. GURLEY,
Clerk of the United States Circuit Court
for the Eastern District of Louisiana.

UNITED STATES CIRCUIT COURT.

H. SIMONS & Co.
vs.
JOSEPH HUFTY. } No. 2380.

Citation in error.

The United States of America, to H. Simons & Co., and to Henry Simons and Lewis Benjamin, members composing the said commercial firm, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington, on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana, wherein Joseph Hufty is plaintiff in error, and you are defendants in error, to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness, the Honorable Roger B. Taney, Chief Justice of the Supreme Court of the United States, this fifth day of March, in the year of our Lord one thousand eight hundred and fifty-five.

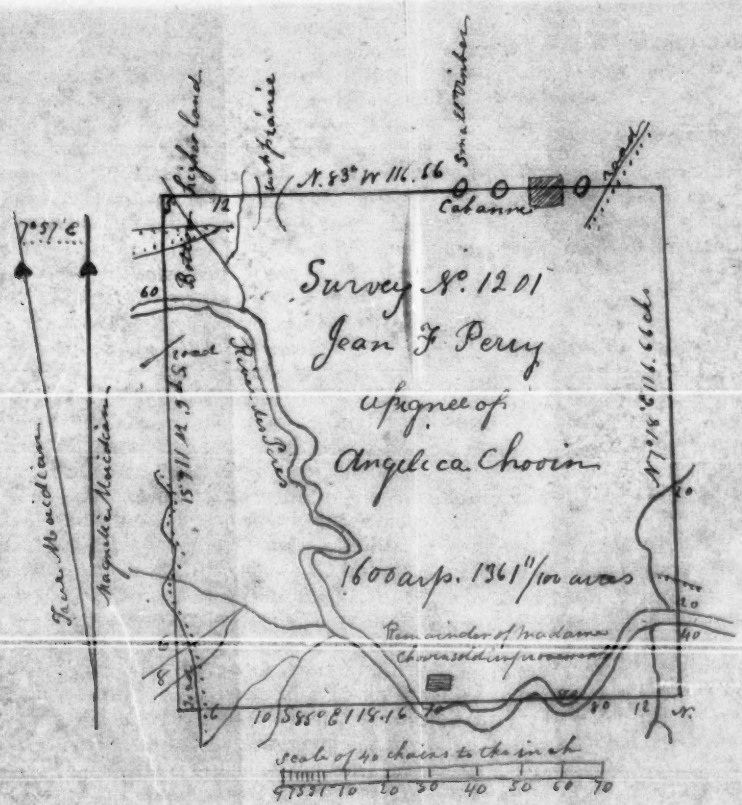
THEO. H. McCALEB,
U. S. Judge.

[Endorsed:] E. Louisiana, C. C. U. S. No. 122. Joseph Hufty, pl'ff in er., vs. Henry Simons and Lewis Benjamin, who compose the commercial firm of H. Simons & Co. Filed 28th Nov., 1855.

Marshal's return.

Received March 6th, 1855, and on the 7th day of March, 1855, I served the within citation in error on H. Simons & Co., and on Henry Simons and Lewis Benjamin, by delivering a copy thereof personally to M. C. Edwards, esqr., a member of the firm of Edwards & Semmes, who are attorneys of record for H. Simons & Co., and for the said Simons & Benjamin, and the said M. C. Edwards acknowledged service of the same for and on behalf of his said clients, at the city of New Orleans, and returned March 7th, 1855.

EMILE MAY,
D'y Marshal.


Survey No. 1201
Jean F. Perry
assignee of
Angelica Choin
1600 arps. 136 1/100 acres
Fair Meridian
Magnetic Meridian
Cabanne
Small Timber
Scale of 40 chains to the inch

No. 90. Page 8.—

No 90. Stanford To Taylor - filed with record 13th July 1855.

Survey No 378 Maria Louise Chouteau Papin 3200 arps.

also

Survey No 1201 Jane F. Perry under Angelica Chauvin
1600 arps.

Survey No 2037
Charles Gratiot
6720 acres

Survey No 2036 Charles Gratiot
400 arpent equal to 34028 acrs

Survey No 1287 Francis Hebert 2 by 40.

Survey No 3052 Charles Roy 2 by 40.

Angelica Chauvin

Survey No 1201
Jane F. Perry

Survey No 2712
N.W. Cor. No 348
James Conway
200 arps.

Survey No 2620
N.W. Cor. of Sec. 16
Francis Desire
200 arps.

Survey No 2509 Alexander Carpenter

Section 16.

Survey No 363
Stephen Chambers

Survey No 2509 Alexander Carpenter

Survey No 2620 Francis Desire

Survey No 2712 James Conway

Survey No 1201 Jane F. Perry

Survey No 3052 Charles Roy

Survey No 1287 Francis Hebert

Survey No 2036 Charles Gratiot

Survey No 2037 Charles Gratiot 6720 acres

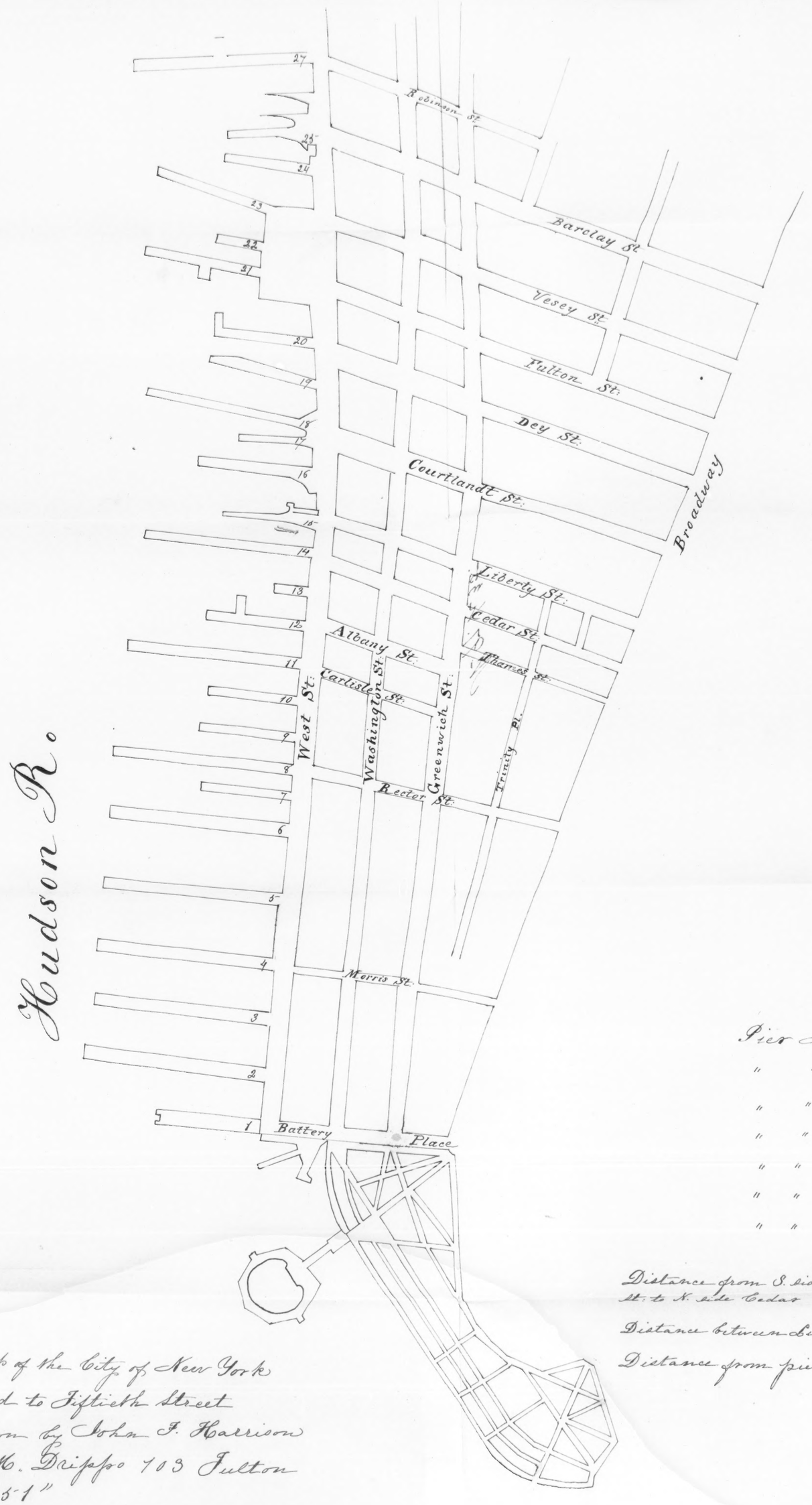
Surveyed in Mar ch 31 1855
F. Ayers
County Surveyor

Plat to accompany records in Case of Joshua R. Glover against Bridget Hackman and others

Arroyo de Zacate
Arroyo de Arboles
Llano de Olivos
Lomas de Holguin
Cerrito de Cabras
Arroyo de S. Joaquin de la Ana

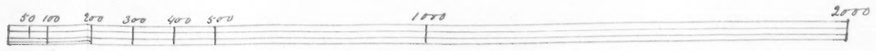
S
O
E
S
Sutison
Laguna
Lomas
Lomas
Llano
Llano
Toda llana
Rio Sacramento
La sierra de Napa
De otro de los Tiguoretes

No 97 - Page 66 -

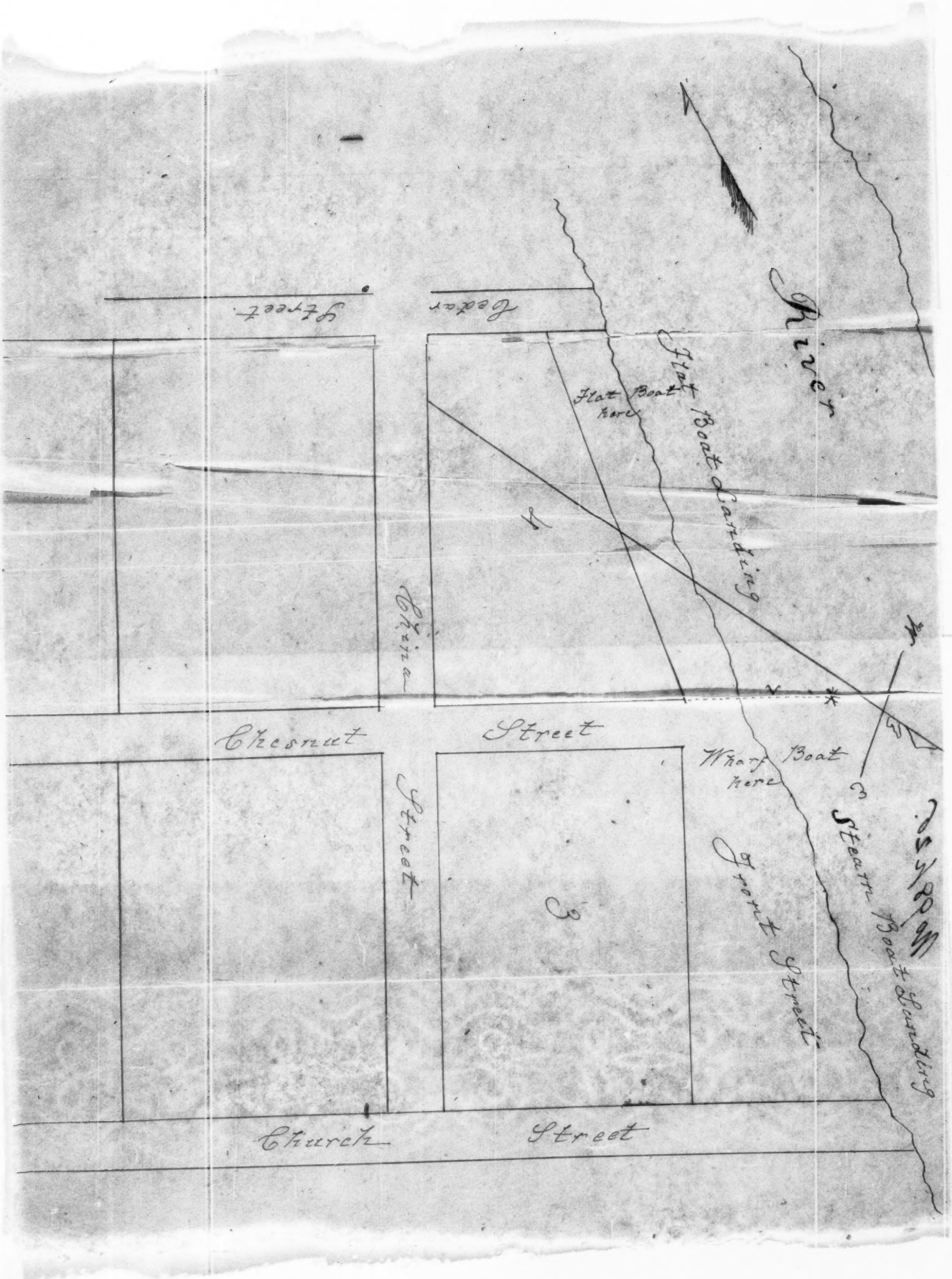


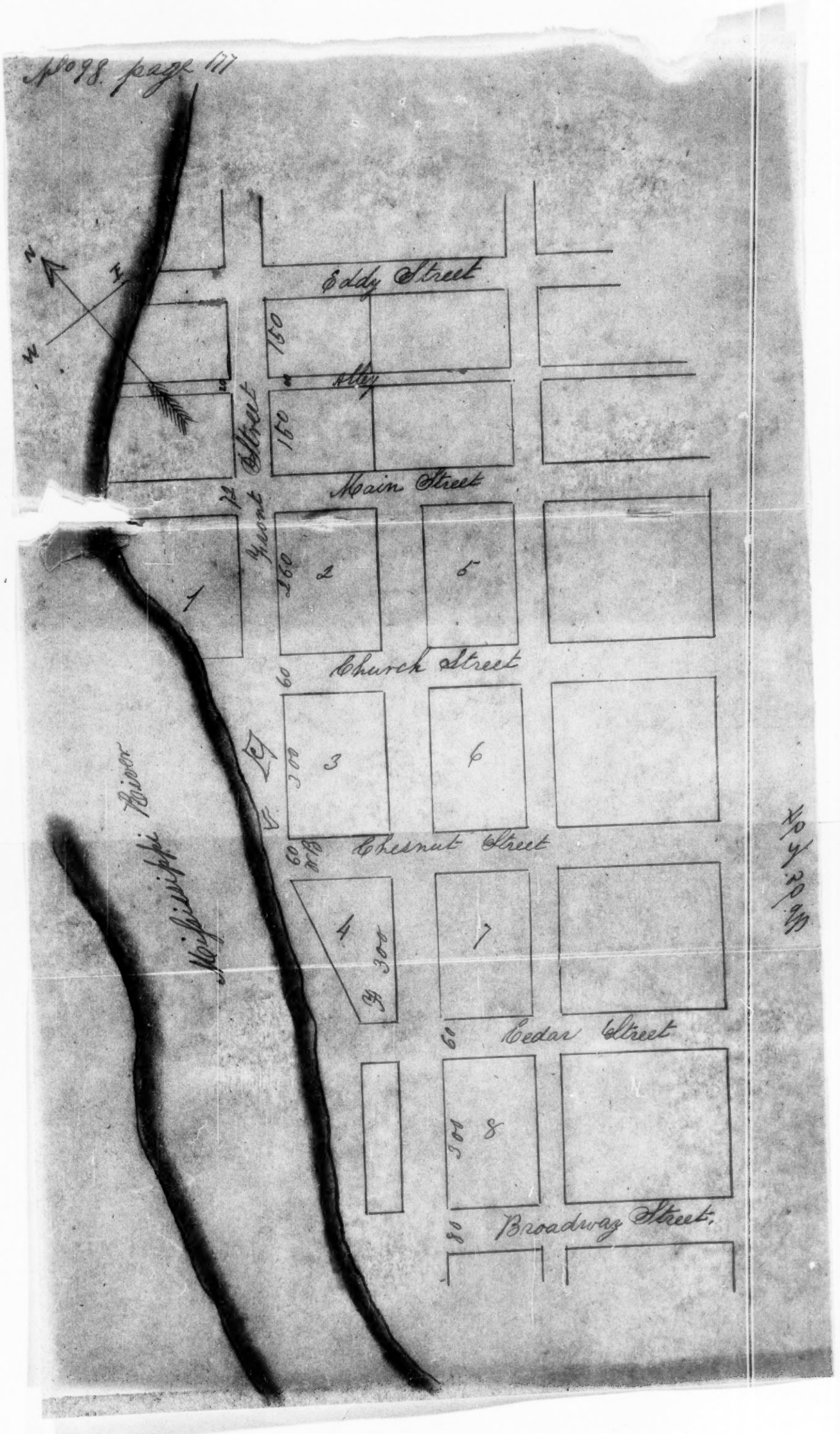
Pier	№ 14		600 ft long.
"	" 15	"	" 325 "
"	" 16	"	" 400 "
"	" 17	"	" 275 "
"	" 18	"	" 610 "
"	" 19	"	" 375 "
"	" 20	"	" 350 "
Distance from S. side Courtlandt St. to N. side Cedar St.		3/3 "	375 "
Distance between Liberty & Cedar Streets			100. "
Distance from pier 14 to pier 18			500 "

Copied from a "Map of the City of New York
Extending Northward to Fiftieth Street
Surveyed and drawn by John F. Harrison
C. E. Publ'd by M. Dripps 703 Fulton
Street N.Y. 1851"

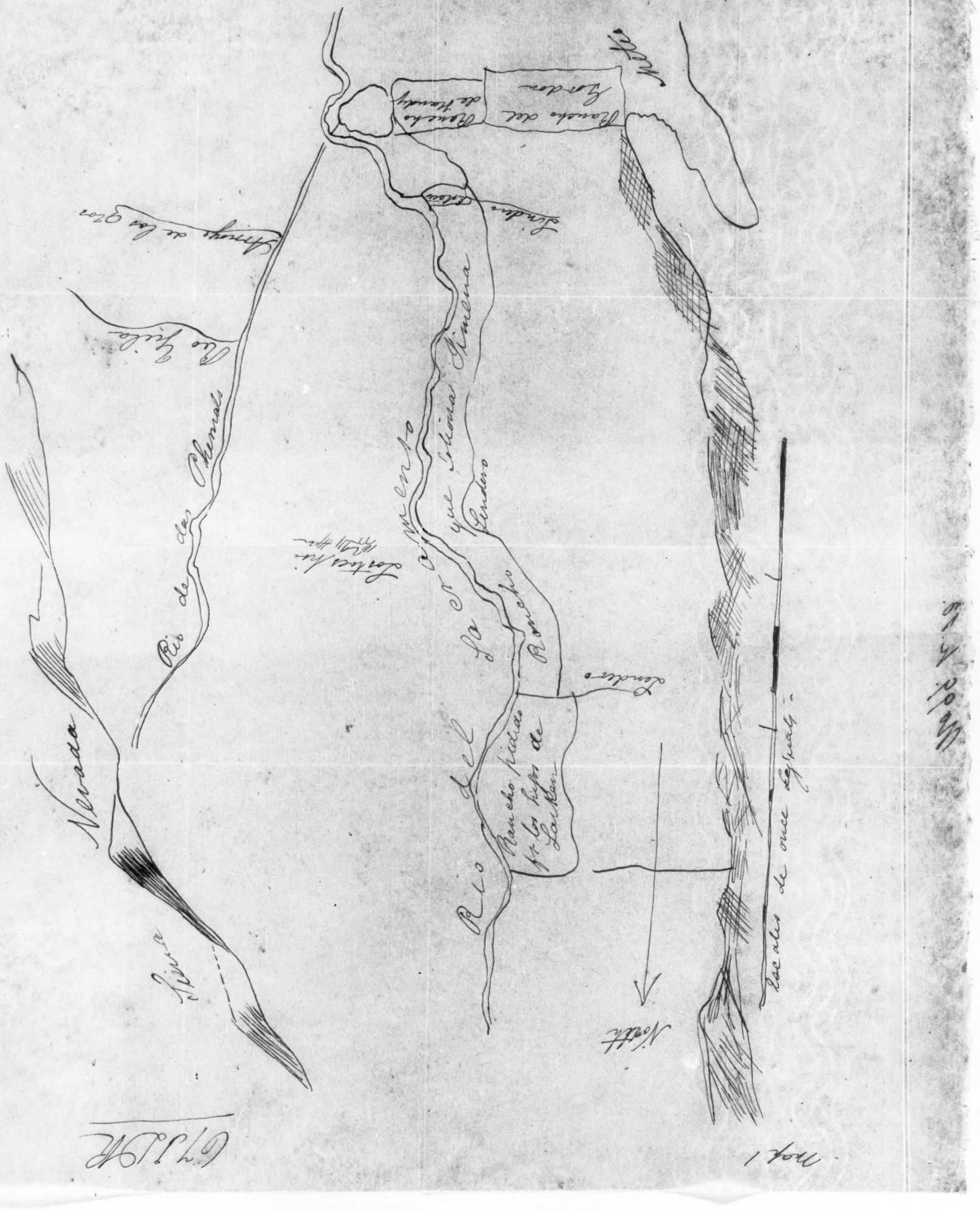


Scale of Feet


Cedar
Flat Boat Landing
Flat Boat here
Chestnut
Street
Wharf Boat here
Steam Boat Landing
Front Street
Church
Street


Eddy Street
150
Alley
160
Main Street
Front Street
160
2
5
1
Church Street
60
3
6
Chesnut Street
4
7
Cedar Street
60
8
Broadway Street.
80
Mississippi River

12/99 U. States vs Larkin et al between page 16 & 17


Mexico
Rancho del Arroyo de la Alameda
Arroyo de la Alameda
Rancho de los Aguas
Rio de las Plumas
Nevada
Sierra
Rancho de los Aguas
Rancho de los Aguas
Rancho de los Aguas

Arroyo de S. Felipe

Lomas de S. Joaquin

Llano de S. Juan

Cienega

Mapa 454

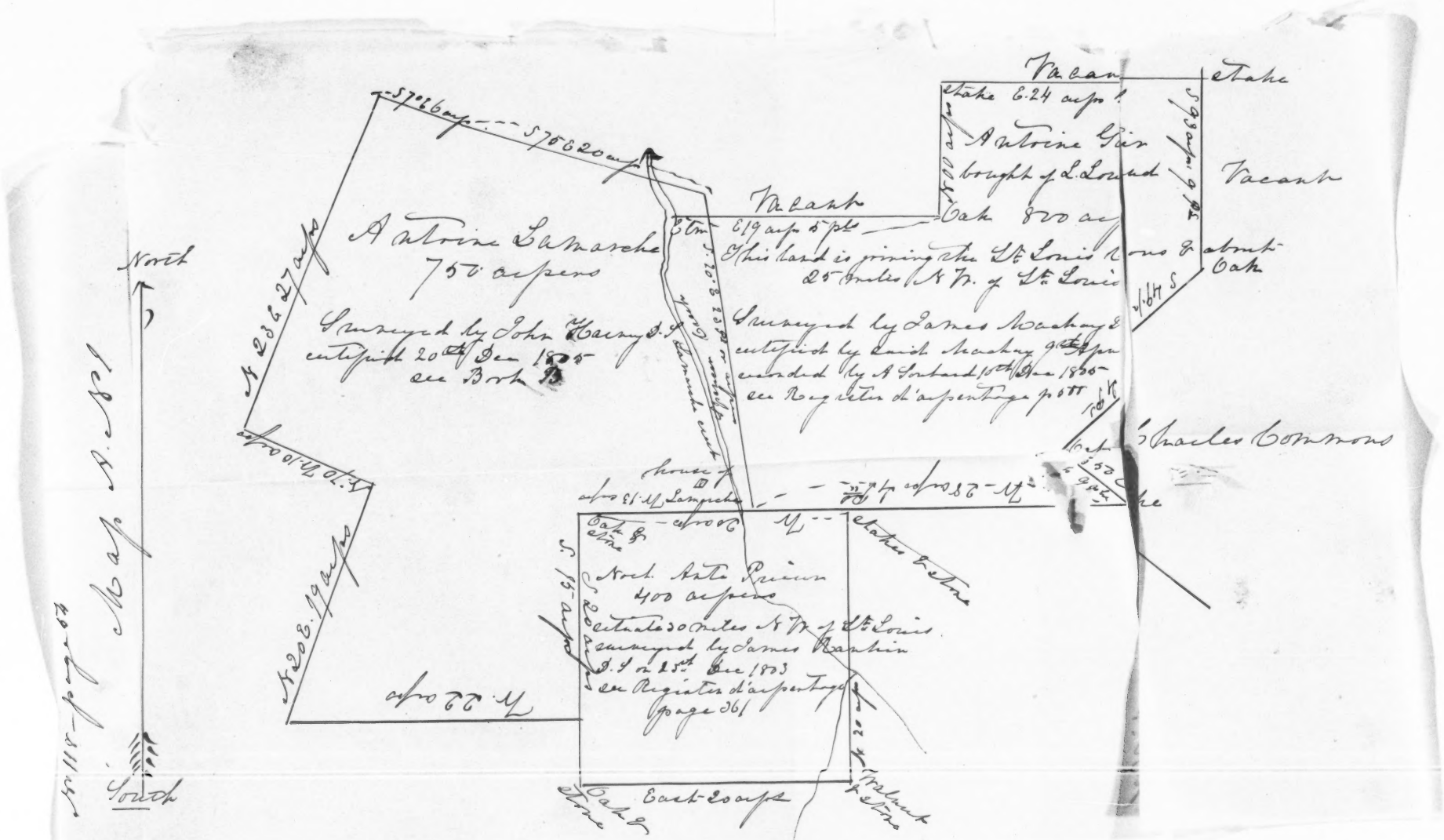
Arroyo de Tequelepe

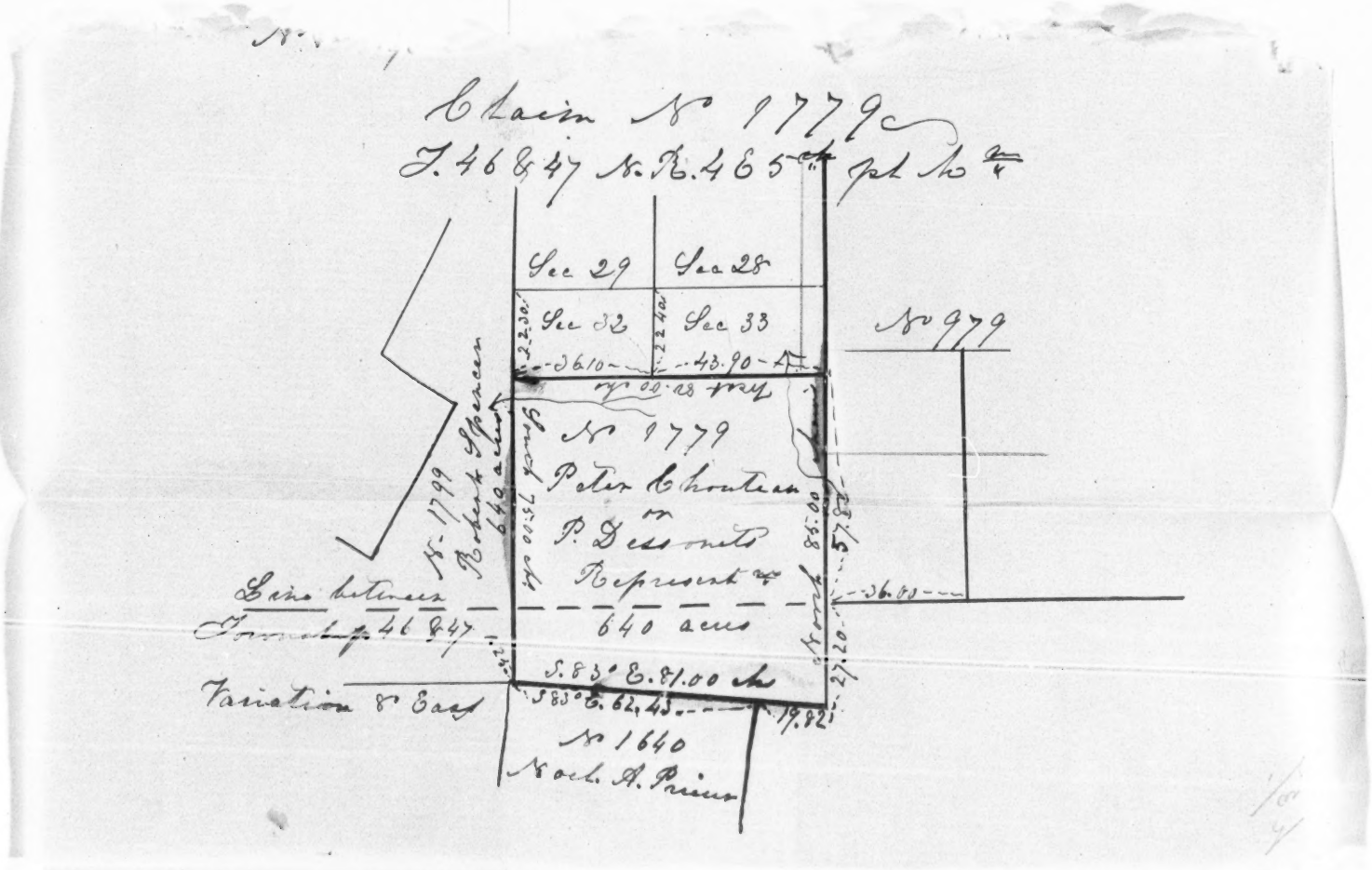
Arroyo de Tamarindo

Llano de S. Juan

Corral de Carneros

Arroyo de San Joaquin y Santana


Vacant
Stake
Stake 6.24 ans
A Antoine Gier
bought of L Lovejoy
Vacant
Vacant
Oak 820 ac
619 acres 6 pts
This land is joining the St Louis
25 miles N W of St Louis
Surveyed by James Mackay &
entitled by said Mackay
ended by A Sinclair 15th Dec 1850
see Register d'arpentage p 111
Oak
Vacant
Stake
Charles Commons
A Antoine Lamarche
750 arpens
Surveyed by John Carey D.S.
entitled 20th Dec 18[illegible]
see Book B
N 23 E 27 arps
N 70 W 10 arps
S 20 E 19 arps
N 22 arps
N 28 arps
S 15 arps
Oak & Stone
Stakes & Stones
North
South
Map of Lands
Oak & Stone
East 20 arps
Stakes & Stones


Claim No 1779
T. 46 & 47 N. R. 4 E. 4th pt. Sec 4
Sec 29
Sec 28
Sec 32
Sec 33
No 979
No 1779
Peter Chouteau
P. Desmarais
Represent'g
640 acres
No 1799
Robert Spencer
640 acres
Line between
Town'ps 46 & 47
Variation 8° East
S. 83° E. 81.00 chs
S. 83° E. 62.45
No 1640
Noah A. Prime

Dr. 116 page 46

Survey

Antonio Bravo 400 arpts

Dominio Real

Estate of Hilmario Ortiz

Dominio Real

Dominio Real

Dominio Real

This is map X referred to in the bill of exception in the case of John F. A. Sandford vs McDonald & others lately pending in the Circuit Court of United States for Dist. of Missouri and may be used as part of the record in the Supreme Court of U. States

S. T. Glover – for Sandford
Butler for defendants –

Plat of the La Marche and Gautier Tract With their interferences – in Townships 46 & 47 North – Range 4 – East of 5th Principal Meridian

Map X

John A. Smith
640 ac:

Surv: No 291. John Cook 800 arp. 510. 41 ac.

Michael Reybold's Reps:
640 ac:

Sec: 29

Sec 28.

Sec: 32

Sec: 33

Sec: 34

Sec: 31

Sec: 6

Sec: 5

Sec: 4

Surv: No 1754 Asst: Louis 160 arp:

Surv: No 1731 Pelagie Labadie 760 arp:

Surv: No 760 370 arp. C Bernard

Surv: No 30 Asst: Louis & Peter Chartran and Jos: Langlois & Jos: Generaux

Surv: No 1908 Ettis vve Bernard under Joseph Brazeau Widow of Jos: Violet 100 arp.

Surv: No 1779 Robt. Spencers 640 ac

Gally's Ho:

East 80. 00 ch.

No Snyder's 40 ac:

No 1779

John McDonald's

Peter Chouteau

Said Hüns 43. 32 ac

Sebastian Willot 98. 50 ac:

La Marche's Ho

La Marche's Orchard

Noel A. Prieur's Ho

Noel A. Prieur's Orchard

N. 81. 00 ch.

Antoine Gautier

Surv: No 3380 Commons of Saint Charles

Surv: No 1640. 340. 2/ ac

Noel A. Prieur

Antoine La Marche

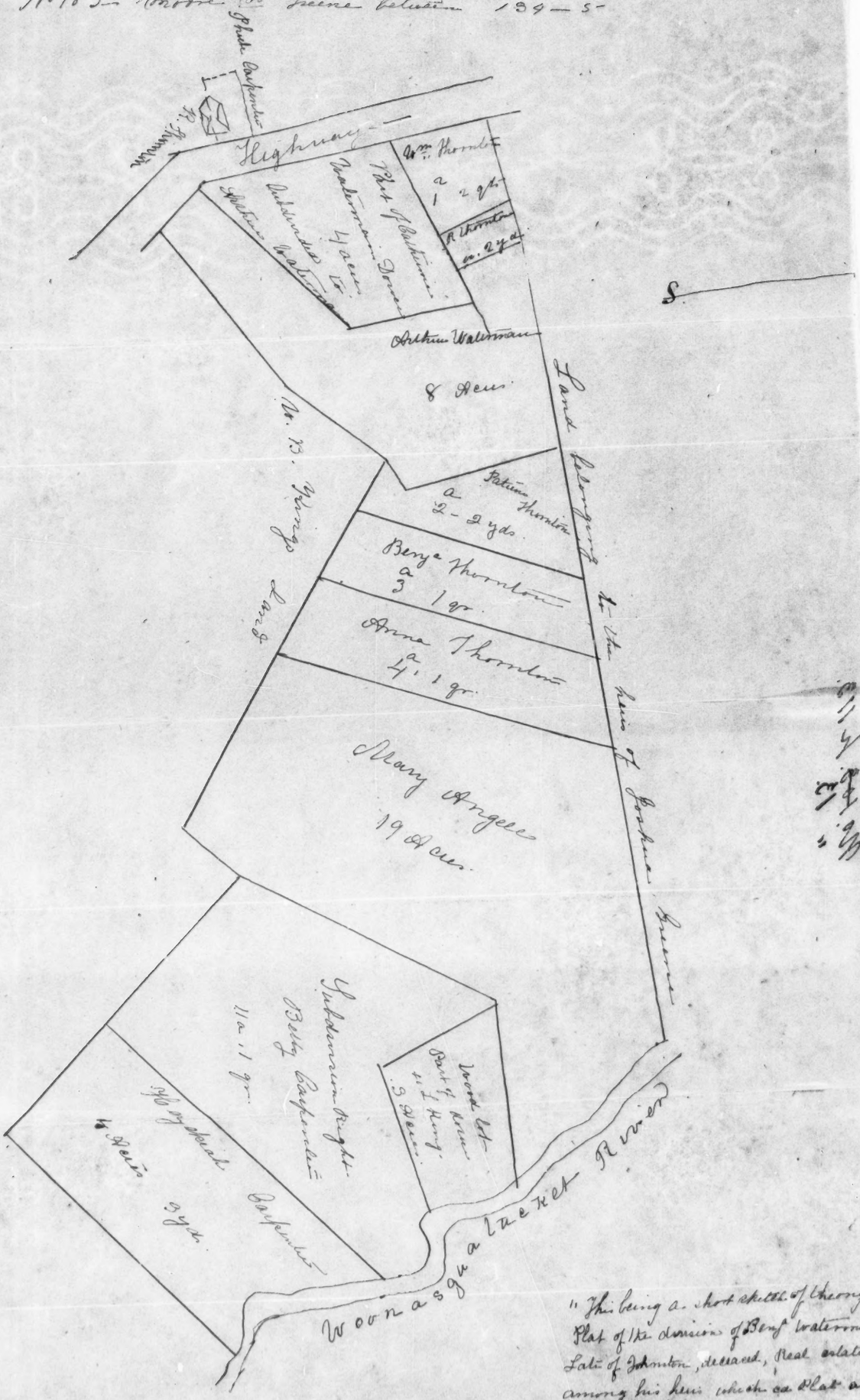
Scale of 20 chs to one inch

Variation 7° East.

Surveyed April 2d 3d 4th 5th & 6th 1815

W. H. Cozens
Surveyor.

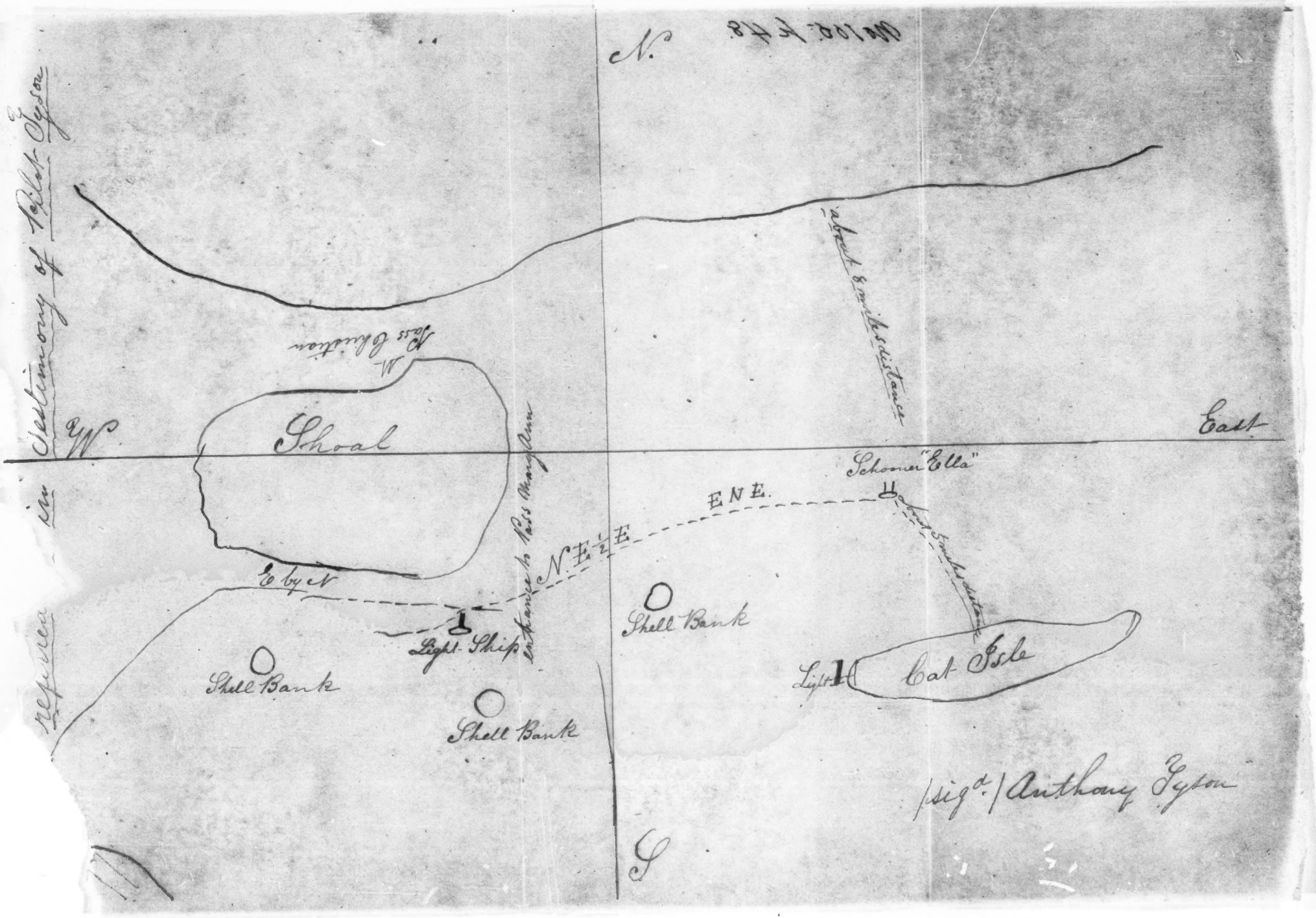
No 10 In Moore & Greene Division 1894—5



Replatted by D. Randall on
Scale 20 Rods to an inch

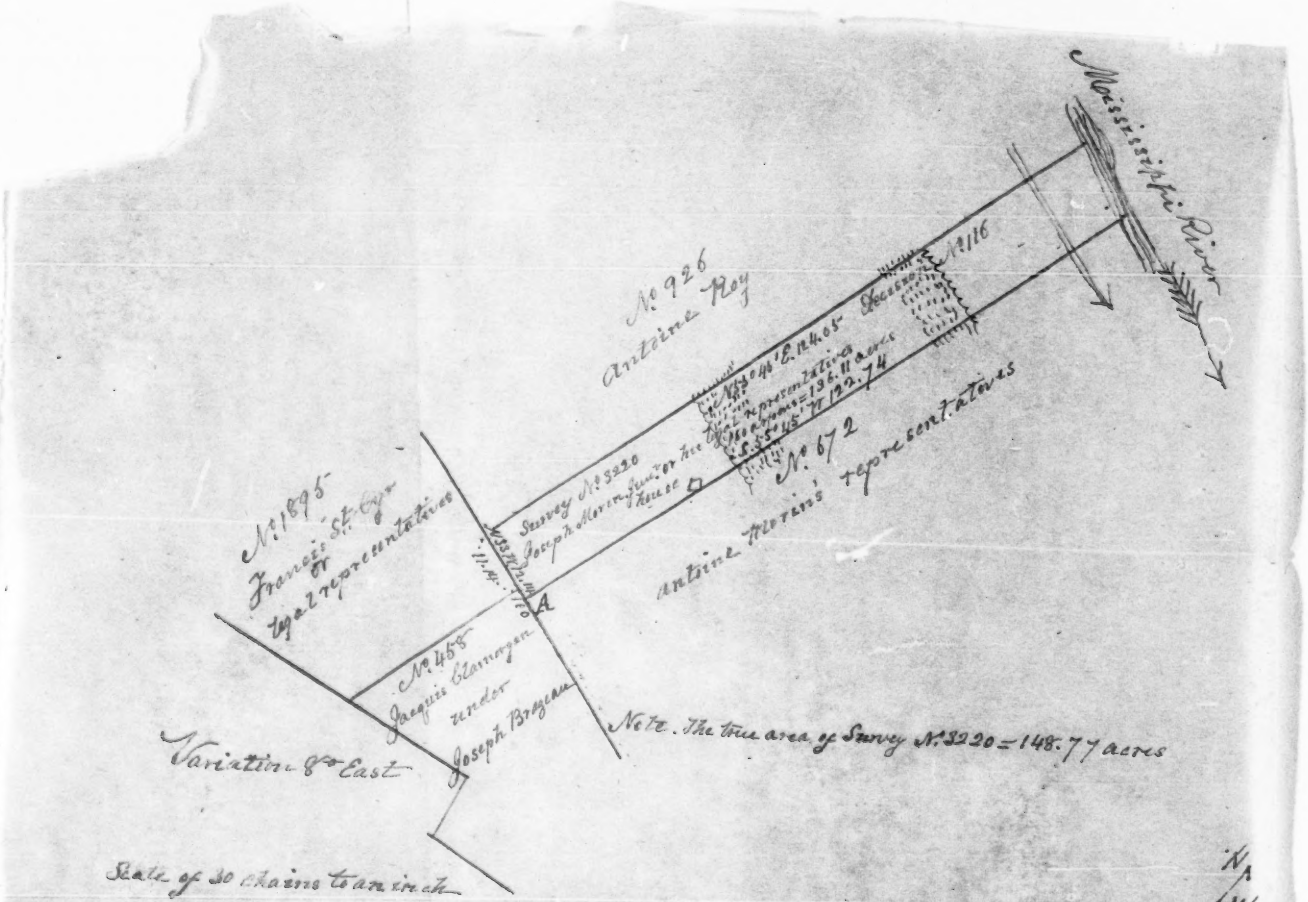
"This being a short sketch of the original Plat of the division of Benj[a] Watermans Late of Johnston, deceased, Real estate among his heirs which on Plat and the report of the committee is lodged and filed in the Town Clerks office in said Johnston

Witness. Benj[a] Whipple
Town Clerk"


N.
Testimony of Tobias Gyton
W.
Shoal
Miss Clinton
about 8 miles distance
East
Schooner "Ella"
E N E.
about South distance
N. E. ½ E.
E by N
Light Ship
entrance to Miss Mangham
Shell Bank
Shell Bank
Shell Bank
Light
Cat Isle
[sig.d] Anthony Gyton

Woodward's Patent

Reaping and Mowing Machine.


Mississippi River
No 926
Antoine Roy
No 116
Survey No 3220
Joseph Morin Junior
No 672
Antoine Morin's representatives
No 1895
Francois St. Cyr
or
his representatives
A
No 488
Jacques Clamorgan
under
Joseph Brazeau
Variation 8° East
Note. The true area of Survey No 3220 = 148.77 acres
Scale of 30 chains to an inch